

ROBERT MOKTARIAN, ET AL (80 ACRES)

**PETITION REQUESTING ANNEXATION OF TERRITORY
IN WHICH THERE ARE FEWER THAN THREE VOTERS**

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Dated: 10/12, 2021.



Robert Mokhtarian individually and as Trustee for Edward Mokhtarian, and Robert Mokhtarian Trustee for Edmund Mokhtarian

STATTE OF CALIFORNIA

COUNTY OF Los Angeles

This instrument was acknowledged before me on 10-12, 2021 by Robert Mokhtarian, Robert Mokhtarian Trustee for Edward Mokhtarian, and Robert Mokhtarian Trustee for Edmund Mokhtarian.



Notary Public, State of California

My Commission Expires: 09-23-2024

See attached CA Acknowledgment
10-12-2021 A-V.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

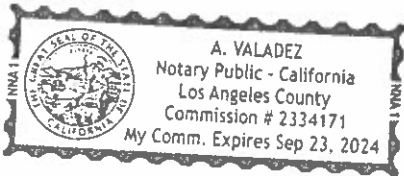
On 10-12-2021 before me, A. Valadez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert Mokhtarian
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature A. Valadez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Petition Requesting Annexation of Territory

Title or Type of Document: _____ Document Date: 10-12-2021

Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Individual Attorney in Fact
 - Trustee Guardian or Conservator
 - Other: _____

- Signer's Name: _____
- Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Individual Attorney in Fact
 - Trustee Guardian or Conservator
 - Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

EXHIBIT A

Property Legal Description:

Tract 1:

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE C.H. MALOTT SURVEY AND THE BENJAMIN F. MIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron pin found at the Northeast corner of that certain 40.00 acre tract of land conveyed to Dripping Springs Independent School District by Deed Recorded in Volume 646, Page 731 of the Hays County, Texas Deed Records, said point being situated at the most Northerly Northwest corner of said 85.2757 acre tract.

THENCE, along the fenced North boundary line of said 85.2757 acre tract, same being the South boundary line of that certain tract of land conveyed to Robert F. Shelton by deed recorded in Volume 143, Page 16 of the Hays County, Texas Deed Records, the following three (3) courses:

1. S 89°27'58" E for 465.05 feet to an iron pin found.
2. S 89°29'16" E for 2496.82 feet to a 60+D' nail found.
3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 0° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lidia Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

THENCE, along the fenced North boundary line of said 82.02 acre tract, N 89°45'13" W for 1821.90 feet to an iron pin found at the Southeast corner of that certain 10.00 acre tract of land conveyed to Gary and Fiola Doucet by deed recorded in Volume 795, Page 782 of the Hays County, Texas Deed Records.

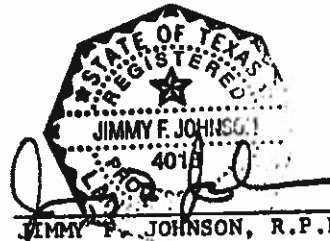
THENCE, along the East boundary line of said 10.00 acre tract, N 2°49'06" E for 691.47 feet to an iron pin found on the South boundary line of a proposed sixty (60) foot wide street.

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.
2. An arc distance of 182.90 feet along a curve to the left whose elements are: I = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.
3. S 77°36'53" W for 1026.64 feet to an iron pin found.
4. An arc distance of 120.16 feet along a curve to the right whose total elements are: I = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.
5. An arc distance of 91.72 feet along a curve to the right whose elements are: I = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 87°03'15" W for 91.69 feet to an iron pin found.

THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.



JIMMY F. JOHNSON, R.P.L.S.#4018

Tract 2:

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 60-FEET (60') IN WIDTH, TOTALING 1.18 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 26, A-416, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 85.2767 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 785, PAGE 805, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHCT), LESS THAT CALLED 79.0723 ACRE TRACT SEVERED FROM SAID 85.2767 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 849, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.18 ACRE STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Feet, Reference Frame: NAD_83(2011)(Epoch:2010.0000); Combined Scale Factor: 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are surface.

COMMENCING for reference at iron rod with cap stamped "KC ENG" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHCT), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1462, Page 671, OPRHCT, same being the southwest corner of that called 17.0518 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 797, Page 709, RPRHCT;

THENCE N 02° 13' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

- 1) N 02° 13' 09" W, with the west line of said 17.0518 acre tract, 496.04 feet to a 1/4-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly southwest corner of said 85.2767 acre tract, and POINT OF BEGINNING herein;
- 2) N 02° 13' 09" W, 60.00 feet to a 1/4-inch iron rod found for a southeast reentrant corner of said 40.00 acre tract, and a most westerly northwest sabbent corner of said 85.2767 acre tract and herein, and
- 3) N 87° 46' 51" E, 859.70 feet to a 1/4-inch iron rod found on the west line of said 79.0723 acre tract, and being the northeast corner herein; and from which point, a 1/4-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 79.0723 acre tract bears N 02° 13' 09" W, 786.07 feet;

THENCE S 02° 13' 09" E, crossing said 85.2767 acre tract with said west line of 79.0723 acre tract, 60.00 feet to a 1/4-inch iron rod found on the south line of said 85.2767 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 79.0723 acre tract and southeast corner herein;

THENCE S 87° 46' 51" W, with the south line of said remainder tract, and north line of said 17.0518 acre tract, 859.70 feet to the POINT OF BEGINNING containing 1.18 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Boundary Survey 17077-01.dwg

Surveyed by: Staudt Surveying, Inc.
P.O. Box 1273
16746 Fitzhugh Road, Ste. 102
Dripping Springs, Texas 78620
512-866-2238
Firm Registration No.: 10091700



Bryan D. Newsome 12 November 2017
Bryan D. Newsome Registered Professional Land Surveyor No. 6857 Date



DRIPPING SPRINGS
Texas

City of Dripping Springs

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

ANNEXATION APPLICATION

Case Number (staff use only): _____ - _____

CONTACT INFORMATION

PROPERTY OWNER NAME Robert Mokhtarian
STREET ADDRESS 210 Gregg Bell, 100 Congress Ave. # 2000
CITY Austin STATE TX ZIP CODE 78701
PHONE 512 687-3484 EMAIL gbell@belltoweraustin.com

APPLICANT NAME Matthew Scrivener & John Doycet
COMPANY Dripping Springs Partners LLC
STREET ADDRESS 7401 B Hwy 71 West, Suite 160
CITY Austin STATE TX ZIP CODE 78735
PHONE 512 583-2603 EMAIL jdoycet@doycetengineers.com

TYPE OF ANNEXATION APPLICATION

PROPERTY OWNER(S) WITH ANNEXATION AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 43.0671).

VOTERS-LESS THAN 200 POPULATION-AT LEAST 50% APPROVAL (TEXAS LOCAL GOVERNMENT CODE 43.0681)

DEVELOPMENT AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 212.172)

PROPERTY INFORMATION

PROPERTY OWNER NAME	Robert Mokhtarian
PROPERTY ADDRESS	
CURRENT LEGAL DESCRIPTION	79.7 Acres + 1.18 Acres - see attached
TAX ID#	R17835 ; R 19955
CURRENT LAND USE	Agriculture
REQUESTED ZONING	
REASON FOR REQUEST (Attach extra sheet if necessary)	this land is part of a larger development known as the Mokhtarian Project.
INFORMATION ABOUT PROPOSED USES (Attach extra sheet if necessary)	multi: purpose development, including single family residences, G.U.I, commercial

APPLICANT'S SIGNATURE

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Matthew Scrimner is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.

(As recorded in the Hays County Property Deed Records, Vol. _____, Pg. _____.)

* ROBERT MOKHTARIAN
Name

TRUSTEE / OWNER
Title

STATE OF ~~TEXAS~~ California §

COUNTY OF ~~HAYS~~ Los Angeles §

This instrument was acknowledged before me on the 12th day of October,

A.V. ~~201~~ 21 by Robert Mokhtarian

A. Valady
Notary Public, State of ~~Texas~~ California A.V.

My Commission Expires: 09-23-2024

[Signature]

Name of Applicant

See attached CA Acknowledgment:
10-12-2021
A.V.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

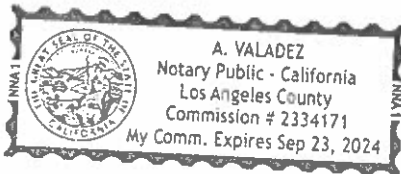
On 10-12-2021 before me, A. Valadez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert Mokhtarian
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature A. Valadez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Annexation Application Document Date: 10-12-2021
Number of Pages: 4 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

ANNEXATION APPLICATION SUBMITTAL

All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete. **Incomplete submissions will not be accepted.** By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:

Applicant Signature

Date

CHECKLIST

STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Agreement of All Owners with Signatures or Registered Voters (at least 50%)
<input type="checkbox"/>	<input type="checkbox"/>	<u>PDF/Digital Copies of all submitted Documents</u>
<input type="checkbox"/>	<input type="checkbox"/>	When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input type="checkbox"/>	<input type="checkbox"/>	Zoning Application (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	GIS Data
<input type="checkbox"/>	<input type="checkbox"/>	List of requested utilities or services (if any)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input type="checkbox"/>	<input type="checkbox"/>	Maps
<input type="checkbox"/>	<input checked="" type="checkbox"/>	List of Current Uses
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Information about proposed uses (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Notice Sign - (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input type="checkbox"/>	Copy of any Agreements with City including Utility or Development (<i>if applicable</i>)
<input type="checkbox"/>	<input type="checkbox"/>	Information related to property's presence in a special district

EXHIBIT "A"

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE C.H. MALOTT SURVEY AND THE BENJAMIN F. MIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

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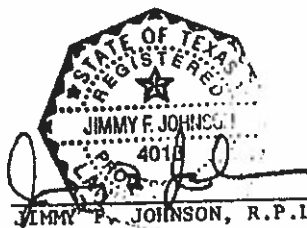
EXHIBIT "A"

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.
2. An arc distance of 182.90 feet along a curve to the left whose elements are: I = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.
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THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.



JIMMY F. JOHNSON, R.P.L.S.#4018

EXHIBIT "B"

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 80 FEET (80') IN WIDTH, TOTALING 1.18 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 26, A-416, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 85.2757 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 785, PAGE 805, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHCT), LESS THAT CALLED 79.0723 ACRE TRACT SEVERED FROM SAID 85.2757 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 849, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.18 ACRE STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Feet, Reference Frame: NAD_83(2011)(Epoch:2010.0000); Combined Scale Factor: 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are surface.

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THENCE N 02° 13' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

- 1) N 02° 13' 09" W, with the west line of said 17.0518 acre tract, 498.64 feet to a 1/4-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly southwest corner of said 85.2757 acre tract, and POINT OF BEGINNING herein;
- 2) N 02° 18' 09" W, 60.00 feet to a 1/4-inch iron rod found for a southeast reentrant corner of said 40.00 acre tract, and a most westerly northwest salient corner of said 85.2757 acre tract and herein, and
- 3) N 87° 48' 51" E, 859.70 feet to a 1/4-inch iron rod found on the west line of said 79.0723 acre tract, and being the northeast corner herein; and from which point, a 1/4-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 79.0723 acre tract bears N 02° 13' 09" W, 786.07 feet;

THENCE S 02° 13' 09" E, crossing said 85.2757 acre tract with said west line of 79.0723 acre tract, 60.00 feet to a 1/4-inch iron rod found on the south line of said 85.2757 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 79.0723 acre tract and southeast corner herein;

THENCE S 87° 48' 51" W, with the south line of said remainder tract, and north line of said 17.0518 acre tract, 859.70 feet to the POINT OF BEGINNING containing 1.18 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Boundary Survey 17077-01.dwg

Surveyed by: Staudt Surveying, Inc.
P.O. Box 1273
18748 Fitzhugh Road, Ste. 102
Dripping Springs, Texas 78620
512-868-2238
Firm Registration No.: 10081700



Bryan D. Newsome 12 November 2017
Bryan D. Newsome Registered Professional Land Surveyor No. 5857 Date

REPRINTED TAX RECEIPT

Jenifer O'Kane Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail, Suite 1120
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **WI-2021-02766**

Payor: ROEDMOK LLC ()
659 W WOODBURY RD
ALTADENA, CA 91001-5309

Owner: MOKHTARIAN ROBERT ETAL (O0023548)
% FARIAS JETT & CO CPA
659 W WOODBURY RD
ALTADENA, CA 91001

Quick Ref ID: R17835
Owner: MOKHTARIAN ROBERT ETAL (O0023548)
- 100%
Owner Address: % FARIAS JETT & CO CPA
659 W WOODBURY RD
ALTADENA, CA 91001

Property: 10-0415-0040-00000-4
Legal Description: A0415 PHILIP A SMITH SURVEY, ACRES
61.949
Situs Address: SPORTS PARK RD DRIPPING
SPRINGS, TX 78620

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2020					
Special Road Dist	2,258,500	0.028800	650.45	650.45	650.45
Hays County	2,258,500	0.392400	8,862.35	8,862.35	8,862.35
Hays County ESD #6 -	2,258,500	0.086490	1,953.38	1,953.38	1,953.38
North Hays County	2,258,500	0.030000	677.55	677.55	677.55
Dripping Springs ISD	2,258,500	1.333200	30,110.32	30,110.32	30,110.32

Total Payment for Property R17835 **42,254.05**

Remaining Balance Due, including other fees, as of 9/28/2021 **0.00**

Quick Ref ID: R19955
Owner: MOKHTARIAN ROBERT ETAL (O0023548)
- 100%
Owner Address: % FARIAS JETT & CO CPA
659 W WOODBURY RD
ALTADENA, CA 91001

Property: 10-0693-0005-00000-4
Legal Description: A0693 C H MALLOTT SURVEY, ACRES
18.30
Situs Address: SPORTS PARK RD DRIPPING
SPRINGS, TX 78620

Date Paid: 02/04/2021
Effective Date: 01/31/2021
Station/Till: donnat/Donna's Till
Cashier: DonnaT

REPRINTED TAX RECEIPT

Receipt Number: WI-2021-02766

Quick Ref ID: R19955 (continued)

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2020					
Special Road Dist	690,180	0.028800	198.77	198.77	198.77
Hays County	690,180	0.392400	2,708.26	2,708.26	2,708.26
Hays County ESD #6 -	690,180	0.086490	596.94	596.94	596.94
North Hays County	690,180	0.030000	207.05	207.05	207.05
Dripping Springs ISD	690,180	1.333200	9,201.48	9,201.48	9,201.48

Total Payment for Property R19955 **12,912.50**

Remaining Balance Due, including other fees, as of 9/28/2021 **0.00**

Quick Ref ID:	R159603	Property:	10-0415-0040-00004-4
Owner:	MOKHTARIAN ROBERT ETAL (O0023548) - 100%	Legal Description:	A0415 PHILIP A SMITH SURVEY, ACRES 1.18, ROW EASEMENT: SPORTS PARK DR
Owner Address:	% FARIAS JETT & CO CPA 659 W WOODBURY RD ALTADENA, CA 91001	Situs Address:	SPORTS PARK DR DRIPPING SPRINGS, TX 78620

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2020					
Special Road Dist	1,180	0.028800	0.34	0.34	0.34
Hays County	1,180	0.392400	4.63	4.63	4.63
Hays County ESD #6 -	1,180	0.086490	1.02	1.02	1.02
North Hays County	1,180	0.030000	0.35	0.35	0.35
Dripping Springs ISD	1,180	1.333200	15.73	15.73	15.73

Total Payment for Property R159603 **22.07**

Remaining Balance Due, including other fees, as of 9/28/2021 **0.00**

Total Payment Amount	55,188.62
Check Payment (Ref # 8068) Tendered	55,188.62
Total Tendered	55,188.62

Date Paid: 02/04/2021
Effective Date: 01/31/2021
Station/Till: donnat/Donna's Till
Cashier: DonnaT

MUNICIPAL SERVICES AGREEMENT

This Municipal Services Agreement ("Agreement") is entered into on ____ day of _____ 2021, by and between the City of Dripping Springs, Texas, a General Rule municipality of the State of Texas, ("City") and Robert Mokhtarian individually and as Trustee for Edward Mokhtarian, and Robert Mokhtarian Trustee for Edmund Mokhtarian ("Owners").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Owner owns certain parcels of land situated in Hays County, Texas, which consists of approximately 79.0723 acres, in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property"); and

WHEREAS, City and Owner desires to set out the City services to be provided for the Property on or after the effective date of annexation; and

WHEREAS, Sections 43.0671 and 43.0672 of the Texas Local Government Code authorizes the City and the Owner to enter into an Agreement for annexation and provision of city services.

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, more specifically described in Exhibit A.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City.

The City of Dripping Springs hereby declares the following services to be made available to the property and its Owner(s):

a. POLICE PROTECTION

The City does not provide municipal police protection but has an agreement with Hays County for protection through the Hays County Sheriff's Office.

b. FIRE SERVICE

The City does not provide municipal fire services, but this area is served by the North Hays County Fire/Rescue (Emergency Services District #6). Fire prevention activities will be provided by the Hays County Fire Marshal's Office.

c. BUILDING INSPECTION/CODE ENFORCEMENT SERVICES

The Building Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical, mechanical, and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulate building construction within the City of Dripping Springs.

d. LIBRARIES

The City does not own a municipal library. A community library is provided by the Dripping Springs Community Library.

e. ENVIRONMENTAL HEALTH & HEALTH CODE ENFORCEMENT SERVICES

The City has a septic system/on-site sewage facility ordinance. Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance.

f. PLANNING & ZONING

The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.

g. PARKS & RECREATION

All services and amenities associated with the City's Parks and Recreation activities will extend to this area on the effective date of the annexation ordinance.

h. STREET & DRAINAGE MAINTENANCE

The City will provide street and drainage maintenance to public streets in the area in accordance with standard City Policy as the area develops.

i. STREET LIGHTING

The City will provide street lighting to the area in accordance with standard City Policy as the area develops.

j. TRAFFIC ENGINEERING

The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area.

k. SANITATION/SOLID WASTE COLLECTION & DISPOSAL

The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Waste Connections, which will be notified of all newly-annexed parcels.

l. WATER SERVICE

The City is a water provider however, the Dripping Springs Water Supply corporation will be the water provider for this property.

m. SEWER SERVICE

The City municipal sewage collection treatment and disposal system is limited in geographic scope and ability to serve. Newly-annexed parcels will be included in the Capital Improvements Plan as appropriate, and extended services when deemed feasible in light of topography and other relevant factors.

n. MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with policies established by the City of Dripping Springs.

4. ANNEXED PROPERTY REQUIREMENTS.

a. ZONING

The property has applied for zoning upon annexation, but the property will be zoned Agriculture if zoning is not approved simultaneously with annexation.

5. AUTHORITY. City and Owner represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement.

6. SEVERABILITY. If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid, or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid, or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable

7. INTERPRETATION. The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

8. GOVERNING LAW AND VENUE. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Travis County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Travis County, Texas.

9. NO WAIVER. The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right

on any future occasion.

- 10. GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
- 11. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 12. CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 13. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
- 14. ENTIRE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF DRIPPING SPRINGS

OWNERS

Michelle Fischer, City Administrator

Robert Mokhtarian, Owner

Robert Mokhtarian, Trustee for Edward Mokhtarian

Robert Mokhtarian, Trustee for Edmund Mokhtarian

ATTEST:

Andrea Cunningham, City Secretary

STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on the _____ day of _____ 2021,
by Michelle Fischer, City Administrator of the City of Dripping Springs, a Texas municipal
corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on the _____ day of _____ 2021,
by Robert Mokhtarian individually and as Trustee for Edward Mokhtarian, and Trustee for
Edmund Mokhtarian, on behalf of said individuals.

By: _____

Notary Public, State of Texas

EXHIBIT A

Property Legal Description:

Tract 1:

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE C.H. MALOTT SURVEY AND THE BENJAMIN F. MIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron pin found at the Northeast corner of that certain 40.00 acre tract of land conveyed to Dripping Springs Independent School District by Deed Recorded in Volume 646, Page 731 of the Hays County, Texas Deed Records, said point being situated at the most Northerly Northwest corner of said 85.2757 acre tract.

THENCE, along the fenced North boundary line of said 85.2757 acre tract, same being the South boundary line of that certain tract of land conveyed to Robert F. Shelton by deed recorded in Volume 143, Page 16 of the Hays County, Texas Deed Records, the following three (3) courses:

1. S 89°27'58" E for 465.05 feet to an iron pin found.
2. S 89°29'16" E for 2496.82 feet to a 60#D' nail found.
3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 0° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lidia Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

THENCE, along the fenced North boundary line of said 82.02 acre tract, N 89°45'13" W for 1821.90 feet to an iron pin found at the Southeast corner of that certain 10.00 acre tract of land conveyed to Gary and Fiola Doucet by deed recorded in Volume 795, Page 782 of the Hays County, Texas Deed Records.

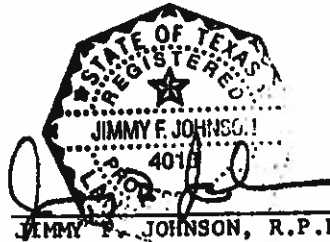
THENCE, along the East boundary line of said 10.00 acre tract, N 2°49'06" E for 691.47 feet to an iron pin found on the South boundary line of a proposed sixty (60) foot wide street.

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.
2. An arc distance of 182.90 feet along a curve to the left whose elements are: I = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.
3. S 77°36'53" W for 1026.64 feet to an iron pin found.
4. An arc distance of 120.16 feet along a curve to the right whose total elements are: I = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.
5. An arc distance of 91.72 feet along a curve to the right whose elements are: I = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 87°03'15" W for 91.69 feet to an iron pin found.

THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.



JIMMY F. JOHNSON, R.P.L.S.#4018

Tract 2:

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 60-FEET (60') IN WIDTH, TOTALING 1.18 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 28, A-416, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 86.2767 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 786, PAGE 806, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHCT), LESS THAT CALLED 79.0723 ACRE TRACT SEVERED FROM SAID 86.2767 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 849, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.18 ACRE STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Feet, Reference Frame: NAD_83(2011)(Epoch:2010.0000); Combined Scale Factor: 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are surface.

COMMENCING for reference at iron rod with cap stamped "KC ENG" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHCT), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1482, Page 671, OPRIHCT, same being the southwest corner of that called 17.0518 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 797, Page 709, RPRHCT;

THENCE N 02° 13' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

- 1) N 02° 13' 09" W, with the west line of said 17.0518 acre tract, 496.64 feet to a 1/4-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly southwest corner of said 86.2767 acre tract, and POINT OF BEGINNING herein;
- 2) N 02° 13' 09" W, 60.00 feet to a 1/4-inch iron rod found for a southeast reentrant corner of said 40.00 acre tract, and a most westerly northwest efferent corner of said 86.2767 acre tract and herein, and
- 3) N 87° 46' 51" E, 859.70 feet to a 1/2-inch iron rod found on the west line of said 79.0723 acre tract, and being the northeast corner herein; and from which point, a 1/2-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 79.0723 acre tract bears N 02° 13' 09" W, 786.07 feet;

THENCE S 02° 13' 09" E, crossing said 86.2767 acre tract with said west line of 79.0723 acre tract, 60.00 feet to a 1/2-inch iron rod found on the south line of said 86.2767 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 79.0723 acre tract and southeast corner herein;

THENCE S 87° 46' 51" W, with the south line of said remainder tract, and north line of said 17.0518 acre tract, 859.70 feet to the POINT OF BEGINNING containing 1.18 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Boundary Survey 17077-01.dwg

Surveyed by: Staudt Surveying, Inc.
P.O. Box 1273
16748 Fitzhugh Road, Ste. 102
Dripping Springs, Texas 78620
512-868-2238
Firm Registration No.: 10091700



Bryan O. Newsome 12 November 2017
Bryan O. Newsome Registered Professional Land Surveyor No. 5857 Date

CUNNINGHAM (15 ACRES)

**PETITION REQUESTING ANNEXATION OF TERRITORY
IN WHICH THERE ARE FEWER THAN THREE VOTERS**

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Dated: _____, 2021.

Clinton Cunningham

Dawn Cunningham

STATE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me on _____, 2021 by Clinton Cunningham and Dawn Cunningham.

Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A

Property Legal Description:

Tract 1:

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

May 25, 1989

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE P. A. SHIFFIN LEAGUE IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an Iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southeast corner of that certain forty (40.00) acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide Ingress and egress easement described in a deed of record in Volume 181, Page 171 of the Hays County Deed Records.

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Hesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.23 feet to a 60-0 nail set in a fence corner post.

THENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the south boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.
2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the south boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:

1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are: $\Delta=15^{\circ}12'13"$, $R=689.28$ feet, $T=91.99$ feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'56" E for 238.19 feet to an iron pin set for the northeast corner of the herein described tract.

May 25, 1989
Re: 10.00 acre tract
Page 2

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Wesson Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°45'13" W for 636.35 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


Jimmy L. Johnson
C SURVEYOR
S. 1401B

Job #1666

Updated

9-3-93

Tract 2:

Oak Hill Surveying Co., Inc.
5124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

June 14, 1990

FIELD NOTES DESCRIBING A 5.000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102.3069 TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 603 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY LINES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the southeast corner of a 17.0518 acre tract of land conveyed to J. C. and Mara Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.


THENCE, along the west boundary line of the above described tract, N 6°12'10" E for 760.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

THENCE, through the interior of said Main Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'53" E for 361.81 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Fleeta Dousett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 636.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southwest corner of the above described Dousett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 382.61 feet to the POINT OF BEGINNING of the herein described tract containing 5.000 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


Jimmy T. Rouse, R.P.S. #4018
Updated 9-3-93

Job #1651



DRIPPING SPRINGS
Texas

City of Dripping Springs

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

ANNEXATION APPLICATION

Case Number (staff use only): _____

CONTACT INFORMATION

PROPERTY OWNER NAME Clinton Cunningham + Dawn Cunningham
 STREET ADDRESS 840 Sports Park Drive
 CITY Dripping Springs STATE TX ZIP CODE 78620
 PHONE 512 940.0185 EMAIL clint2011@gmail.com

APPLICANT NAME Matthew Scrivener + John Doycet
 COMPANY Dripping Springs Partners LLC
 STREET ADDRESS 7401 B Hwy 71 West, Suite 260
 CITY Austin STATE TX ZIP CODE 78735
 PHONE 512 583.2603 EMAIL jdoycet@doycetengineers.com

TYPE OF ANNEXATION APPLICATION

PROPERTY OWNER(S) WITH ANNEXATION AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 43.0671).

VOTERS-LESS THAN 200 POPULATION-AT LEAST 50% APPROVAL (TEXAS LOCAL GOVERNMENT CODE 43.0681)

DEVELOPMENT AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 212.172)

PROPERTY INFORMATION

PROPERTY OWNER NAME	• Clinton Cunningham and Dion Cunningham
PROPERTY ADDRESS	840 Sports Park, Dr., Dripping Springs, TX
CURRENT LEGAL DESCRIPTION	10 acres and 5 acres - see attached
TAX ID#	R 17837
CURRENT LAND USE	residential
REQUESTED ZONING	
REASON FOR REQUEST (Attach extra sheet if necessary)	The 15 acres is part of a larger development known as the Mokhtarian Project.
INFORMATION ABOUT PROPOSED USES (Attach extra sheet if necessary)	multi purpose development, including single family residences, G.U.I, commercial

ANNEXATION APPLICATION SUBMITTAL

All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete. **Incomplete submissions will not be accepted.** By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:


 Applicant Signature

9.29.21
 Date

CHECKLIST

STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Agreement of All Owners with Signatures or Registered Voters (at least 50%)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PDF/Digital Copies of all submitted Documents When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input type="checkbox"/>	<input type="checkbox"/>	Zoning Application (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	GIS Data
<input type="checkbox"/>	<input type="checkbox"/>	List of requested utilities or services (if any)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input type="checkbox"/>	<input type="checkbox"/>	Maps
<input type="checkbox"/>	<input checked="" type="checkbox"/>	List of Current Uses
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Information about proposed uses (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Notice Sign - (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input type="checkbox"/>	Copy of any Agreements with City including Utility or Development (<i>if applicable</i>)
<input type="checkbox"/>	<input type="checkbox"/>	Information related to property's presence in a special district

APPLICANT'S SIGNATURE

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Matthew Scribner is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.

(As recorded in the Hays County Property Deed Records, Vol. _____, Pg. _____.)

* [Signature]
Name

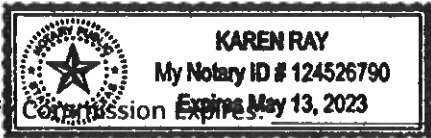
OWNER Clint Cunningham Dawn Cunningham
Title

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 30th day of September,

2021 by Dawn & Clint Cunningham.

[Signature]
Notary Public, State of Texas



Name of Applicant

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

May 25, 1989

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE P. A. SHERIFF LEAGUE IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southeast corner of that certain forty 40.00 acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide ingress and egress easement described in a deed of record in Volume 181, Page 171 of the Hays County Deed Records.

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60-1) nail set in a fence corner post.

THENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the south boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.
2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the south boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:

1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are: $I=15^{\circ}12'13''$, $R=689.28$ feet, $T=91.99$ feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'54" E for 238.19 feet to an iron pin set for the northeast corner of the herein described tract.

EXHIBIT "A"

May 25, 1989
Re: 10.00 acre tract
Page 2

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Wesson Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°45'13" W for 636.35 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


Jimmy F. Johnson
Professional Surveyor
State of Missouri
License No. 4018

Job #1646

Updated

9-3-93

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

June 14, 1990

FIELD NOTES DESCRIBING A 5.000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102.3069 TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the southeast corner of a 17.0518 acre tract of land conveyed to J. C. and Mara Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.


THENCE, along the west boundary line of the above described tract, N 6°12'10" E for 560.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

THENCE, through the interior of said Main Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'57" E for 361.81 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Ficola Dausett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 636.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southwest corner of the above described Dausett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 382.61 feet to the POINT OF BEGINNING of the herein described tract containing 5.000 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


Jimmy J. [unclear], R.F.S. #4018

Job #1651

Updated

9-3-93

EXHIBIT "B"

REPRINTED TAX RECEIPT

Jenifer O'Kane Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail, Suite 1120
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2021-1341269**

Payor: 3 BANDIT MANAGEMENT ()
PO BOX 1430
DRIPPING SPRINGS TX 78620

Owner: CUNNINGHAM CLINTON D & DAWN
(O0136693)
PO BOX 1430
DRIPPING SPRINGS, TX 78620-1430

Quick Ref ID: R17837
Owner: CUNNINGHAM CLINTON D & DAWN
(O0136693) - 100%
Owner Address: PO BOX 1430
DRIPPING SPRINGS, TX 78620-1430

Property: 10-0415-0040-00002-4
Legal Description: ABS 415 PHILIP A SMITH SURVEY 15.00
AC (1.00 AC HS)
Situs Address: 840 SPORTS PARK RD DRIPPING
SPRINGS, TX 78620

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2020					
Special Road Dist	328,080	0.028800	94.49	94.49	94.49
Hays County	331,080	0.392400	1,299.16	1,299.16	1,299.16
Hays County ESD #6 -	336,080	0.086490	290.68	290.68	290.68
North Hays County	336,080	0.030000	100.82	100.82	100.82
Dripping Springs ISD	311,080	1.333200	4,147.32	4,147.32	4,147.32

Total Payment Amount	5,932.47
Check Payment (Ref # 1115) Tendered	5,932.47
Total Tendered	5,932.47

Remaining Balance Due, including other fees,
as of 9/28/2021 **0.00**

Date Paid: 02/09/2021
Effective Date: 01/31/2021
Station/Till: Debra/Debra's Till
Cashier:

MUNICIPAL SERVICES AGREEMENT

This Municipal Services Agreement ("Agreement") is entered into on _____ day of _____ 2021, by and between the **City of Dripping Springs**, Texas, a General Rule municipality of the State of Texas, ("City") and **Clinton Cunningham and Dawn Cunningham** ("Owners").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Owners owns certain parcels of land situated in Hays County, Texas, which consists of approximately 15 acres, in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property"); and

WHEREAS, City and Owners desires to set out the City services to be provided for the Property on or after the effective date of annexation; and

WHEREAS, Sections 43.0671 and 43.0672 of the Texas Local Government Code authorizes the City and the Owners to enter into an Agreement for annexation and provision of city services.

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owners agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, more specifically described in Exhibit A.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City.

The City of Dripping Springs hereby declares the following services to be made available to the property and its Owners(s):

a. POLICE PROTECTION

The City does not provide municipal police protection but has an agreement with Hays County for protection through the Hays County Sheriff's Office.

b. FIRE SERVICE

The City does not provide municipal fire services, but this area is served by the North Hays County Fire/Rescue (Emergency Services District #6). Fire prevention activities will be provided by the Hays County Fire Marshal's Office.

c. BUILDING INSPECTION/CODE ENFORCEMENT SERVICES

The Building Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical, mechanical, and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulate building construction within the City of Dripping Springs.

d. LIBRARIES

The City does not own a municipal library. A community library is provided by the Dripping Springs Community Library.

e. ENVIRONMENTAL HEALTH & HEALTH CODE ENFORCEMENT SERVICES

The City has a septic system/on-site sewage facility ordinance. Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance.

f. PLANNING & ZONING

The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.

g. PARKS & RECREATION

All services and amenities associated with the City's Parks and Recreation activities will extend to this area on the effective date of the annexation ordinance.

h. STREET & DRAINAGE MAINTENANCE

The City will provide street and drainage maintenance to public streets in the area in accordance with standard City Policy as the area develops.

i. STREET LIGHTING

The City will provide street lighting to the area in accordance with standard City Policy as the area develops.

j. TRAFFIC ENGINEERING

The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area.

k. SANITATION/SOLID WASTE COLLECTION & DISPOSAL

The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Waste Connections, which will be notified of all newly-annexed parcels.

l. WATER SERVICE

The City is a water provider however, the Dripping Springs Water Supply corporation will be the water provider for this property.

m. SEWER SERVICE

The City municipal sewage collection treatment and disposal system is limited in geographic scope and ability to serve. Newly-annexed parcels will be included in the Capital Improvements Plan as appropriate, and extended services when deemed feasible in light of topography and other relevant factors.

n. MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with policies established by the City of Dripping Springs.

4. ANNEXED PROPERTY REQUIREMENTS.

a. ZONING

The property has applied for zoning upon annexation, but the property will be zoned Agriculture if zoning is not approved simultaneously with annexation.

5. AUTHORITY. City and Owners represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement.

6. SEVERABILITY. If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid, or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable

7. INTERPRETATION. The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

8. GOVERNING LAW AND VENUE. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Travis County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Travis County, Texas.

9. NO WAIVER. The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

- 10. GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
- 11. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 12. CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 13. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owners.
- 14. ENTIRE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF DRIPPING SPRINGS

OWNERS

Michelle Fischer, City Administrator

Clinton Cunningham, Owner

Dawn Cunningham, Owner

ATTEST:

Andrea Cunningham, City Secretary

STATE OF TEXAS §

COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____ 2021,
by Michelle Fischer, City Administrator of the City of Dripping Springs, a Texas municipal
corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____ 2021,
by Clinton Cunningham and Dawn Cunningham, on behalf of said individuals.

By: _____

Notary Public, State of Texas

EXHIBIT A

Property Legal Description:

Tract 1:

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

May 25, 1989

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE P. A. SHEITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southeast corner of that certain forty 40.00 acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide increase and egress easement described in a deed of record in Volume 181, Page 171 of the Hays County Deed Records.

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60-D nail set in a fence corner post.

THENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the south boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.
2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the south boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:


1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are: T=15°12'13", R=689.28 feet, T=91.99 feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'56" E for 238.19 feet to an iron pin set for the northeast corner of the herein described tract.

May 25, 1989
Re: 10.00 acre tract
Page 2

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Hesson Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°45'13" W for 636.35 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


Jimmy L. Doherty
Professional Surveyor
State of Michigan
License No. 74018
Updated 9-3-93

Job #1666

Tract 2:

Oak Hill Surveying Co., Inc.
5124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

June 14, 1990

FIELD NOTES DESCRIBING A 5,000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 5,000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102.3069 TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5,000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the southeast corner of a 17.0518 acre tract of land conveyed to J. C. and Hara Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.

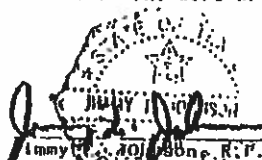
THENCE, along the west boundary line of the above described tract, N 6°12'10" E for 60.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

THENCE, through the interior of said Main Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'53" E for 361.81 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Nicola Doussett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 636.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southwest corner of the above described Doussett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 382.61 feet to the POINT OF BEGINNING of the herein described tract containing 5,000 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


Jimmy R. Osborne, R.P.S. #4018
Updated 9-3-93

Job #1651

740 SPORTS PARK, LLC (17 ACRES)

**PETITION REQUESTING ANNEXATION OF TERRITORY
IN WHICH THERE ARE FEWER THAN THREE VOTERS**

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Dated: 10/1, 2021.

740 Sports Park, LLC
A Texas limited liability company

By: 

Name: David Denbow
Title: Manager

STATTE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me on October 1st, 2021 by David Denbow, Manager of 740 Sport Park, a Texas limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas

My Commission Expires: 11-16-2024

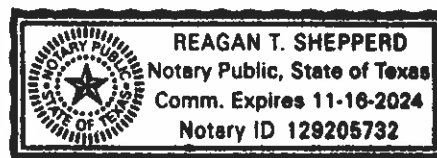


EXHIBIT A

Property Legal Description:

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHCT.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 859.59 feet to a ½ inch iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R.H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N81°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N76°43'32"E, for a distance of 441.05 feet to a ½ inch iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 660.13 feet to a ½ inch iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00-acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch iron rod with cap stamped "AST" set;
3. S88°18'03"W, , at a distance of 150.23 pass a ½ inch iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the POINT OF BEGINNING and containing 17.038 acres of land, more or less.



DRIPPING SPRINGS
Texas

City of Dripping Springs

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

ANNEXATION APPLICATION

Case Number (staff use only): _____ - _____

CONTACT INFORMATION

PROPERTY OWNER NAME 740 Sports Park LLC
STREET ADDRESS 837 Bell Springs Rd.
CITY Dripping Springs STATE Tx ZIP CODE 78620
PHONE 512 264-2767 EMAIL DAVID E. DENBOW COMPANY. COM

APPLICANT NAME Matthew Scrivener + John Doucet
COMPANY Dripping Springs Partners LLC
STREET ADDRESS 7401 B Hwy 71 West, Suite 160
CITY Austin STATE Tx ZIP CODE 78735
PHONE 512 583-2603 EMAIL jdoucet@dycatengineers.com

TYPE OF ANNEXATION APPLICATION

PROPERTY OWNER(S) WITH ANNEXATION AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 43.0671).

VOTERS-LESS THAN 200 POPULATION-AT LEAST 50% APPROVAL (TEXAS LOCAL GOVERNMENT CODE 43.0681)

DEVELOPMENT AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 212.172)

PROPERTY INFORMATION

PROPERTY OWNER NAME	740 Sports Park LLC
PROPERTY ADDRESS	740 Sports Park Rd. Dripping Springs, TX
CURRENT LEGAL DESCRIPTION	17 Acres - see attached
TAX ID#	R 18076
CURRENT LAND USE	residential
REQUESTED ZONING	
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	This land is part of a larger development known as the Mokhtarian Project.
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	multi: purpose development, including single family residences, G41, commercial

APPLICANT'S SIGNATURE

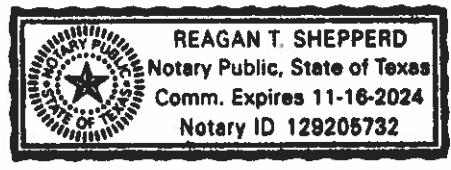
The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Matthew Scrimner is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.

(As recorded in the Hays County Property Deed Records, Vol. _____, Pg. _____.)

* [Signature]
Name

PRESIDENT
Title

STATE OF TEXAS §
 §
COUNTY OF HAYS §



This instrument was acknowledged before me on the 1st day of October,

2021 by _____.

[Signature]
Notary Public, State of Texas

My Commission Expires: 11-16-2024

Name of Applicant

ANNEXATION APPLICATION SUBMITTAL

All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete. **Incomplete submissions will not be accepted.** By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:



 Applicant Signature

9.29.2021

 Date

CHECKLIST

STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Agreement of All Owners with Signatures or Registered Voters (at least 50%)
<input type="checkbox"/>	<input type="checkbox"/>	<u>PDF/Digital Copies of all submitted Documents</u> When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input type="checkbox"/>	<input type="checkbox"/>	Zoning Application (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	GIS Data
<input type="checkbox"/>	<input type="checkbox"/>	List of requested utilities or services (if any)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input type="checkbox"/>	<input type="checkbox"/>	Maps
<input type="checkbox"/>	<input checked="" type="checkbox"/>	List of Current Uses
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Information about proposed uses (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Notice Sign - (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input type="checkbox"/>	Copy of any Agreements with City including Utility or Development (<i>if applicable</i>)
<input type="checkbox"/>	<input type="checkbox"/>	Information related to property's presence in a special district

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHCT.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 859.59 feet to a ½ inch iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R., H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N81°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N76°43'32"E, for a distance of 441.05 feet to a ½ inch iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'25"W, for a distance of 560.13 feet to a ½ inch iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2858, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00-acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch iron rod with cap stamped "AST" set;
3. S88°48'03"W, , at a distance of 150.23 pass a ½ inch iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43-feet to the POINT OF BEGINNING and containing 17.038 acres of land, more or less.

REPRINTED TAX RECEIPT

Jenifer O'Kane Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail, Suite 1120
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2021-1347034**

Payor: 740 SPORTS PARK LLC ()
142 CIMARRON PARK LOOP
STE A
BUDA, TX 78610-2837

Owner: 740 SPORTS PARK LLC (O0323297)
837 BELL SPRINGS RD
DRIPPING SPRINGS, TX 78620

Quick Ref ID: R18076
Owner: 740 SPORTS PARK LLC (O0323297) -
100%
Owner Address: 837 BELL SPRINGS RD
DRIPPING SPRINGS, TX 78620

Property: 10-0415-0260-00000-4
Legal Description: ABS 415 PHILIP A SMITH SURVEY
17.0518 AC (1.00 AC HS)
Situs Address: 740 SPORTS PARK RD DRIPPING
SPRINGS, TX 78620

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Penalty & Interest	Amount Paid
2020						
Special Road Dist	195,280	0.028800	56.24	56.24	3.93	60.17
Hays County	195,280	0.392400	766.28	766.28	53.64	819.92
Hays County ESD #6 -	195,280	0.086490	168.90	168.90	11.82	180.72
North Hays County	195,280	0.030000	58.58	58.58	4.10	62.68
Dripping Springs ISD	195,280	1.333200	2,603.47	2,603.47	182.24	2,785.71

Total Payment Amount **3,909.20**
ELECTRONIC CHECK Tendered 3,909.20
Total Tendered **3,909.20**

Remaining Balance Due, including other fees,
as of 9/28/2021 **0.00**

Date Paid: 03/02/2021
Effective Date: 02/24/2021
Station/Till: ELIZABETH/Internet Import Till
- Echeck

MUNICIPAL SERVICES AGREEMENT

This Municipal Services Agreement ("Agreement") is entered into on _____ day of _____ 2021, by and between the **City of Dripping Springs**, Texas, a General Rule municipality of the State of Texas, ("City") and **740 Sports Park, LLC** ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Owner owns certain parcels of land situated in Hays County, Texas, which consists of approximately 17.038 acres, in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property"); and

WHEREAS, City and Owner desires to set out the City services to be provided for the Property on or after the effective date of annexation; and

WHEREAS, Sections 43.0671 and 43.0672 of the Texas Local Government Code authorizes the City and the Owner to enter into an Agreement for annexation and provision of city services.

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, more specifically described in Exhibit A.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City.

The City of Dripping Springs hereby declares the following services to be made available to the property and its Owner(s):

a. **POLICE PROTECTION**

The City does not provide municipal police protection but has an agreement with Hays County for protection through the Hays County Sheriff's Office.

b. FIRE SERVICE

The City does not provide municipal fire services, but this area is served by the North Hays County Fire/Rescue (Emergency Services District #6). Fire prevention activities will be provided by the Hays County Fire Marshal's Office.

c. BUILDING INSPECTION/CODE ENFORCEMENT SERVICES

The Building Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical, mechanical, and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulate building construction within the City of Dripping Springs.

d. LIBRARIES

The City does not own a municipal library. A community library is provided by the Dripping Springs Community Library.

e. ENVIRONMENTAL HEALTH & HEALTH CODE ENFORCEMENT SERVICES

The City has a septic system/on-site sewage facility ordinance. Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance.

f. PLANNING & ZONING

The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.

g. PARKS & RECREATION

All services and amenities associated with the City's Parks and Recreation activities will extend to this area on the effective date of the annexation ordinance.

h. STREET & DRAINAGE MAINTENANCE

The City will provide street and drainage maintenance to public streets in the area in accordance with standard City Policy as the area develops.

i. STREET LIGHTING

The City will provide street lighting to the area in accordance with standard City Policy as the area develops.

j. TRAFFIC ENGINEERING

The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area.

k. SANITATION/SOLID WASTE COLLECTION & DISPOSAL

The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Waste Connections, which will be notified of all newly-annexed parcels.

l. WATER SERVICE

The City is a water provider however, the Dripping Springs Water Supply corporation will be the water provider for this property.

m. SEWER SERVICE

The City municipal sewage collection treatment and disposal system is limited in geographic scope and ability to serve. Newly-annexed parcels will be included in the Capital Improvements Plan as appropriate, and extended services when deemed feasible in light of topography and other relevant factors.

n. MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with policies established by the City of Dripping Springs.

4. ANNEXED PROPERTY REQUIREMENTS.

a. ZONING

The property has applied for zoning upon annexation, but the property will be zoned Agriculture if zoning is not approved simultaneously with annexation.

5. AUTHORITY. City and Owner represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement.

6. SEVERABILITY. If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid, or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid, or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable

7. INTERPRETATION. The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

8. GOVERNING LAW AND VENUE. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Travis County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Travis County, Texas.

9. NO WAIVER. The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

- 10. GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
- 11. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 12. CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 13. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
- 14. ENTIRE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

CITY OF DRIPPING SPRINGS

740 SPORTS PARK, LLC

Michelle Fischer, City Administrator

David Denbow, Manager

ATTEST:

Andrea Cunningham, City Secretary

STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on the _____ day of _____ 2021,
by Michelle Fischer, City Administrator of the City of Dripping Springs, a Texas municipal
corporation, on behalf of said corporation.

By: _____

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on the _____ day of _____ 2021,
by David Denbow, Manager of the 740 Sports Park LLC, a Texas limited liability company, on
behalf of said company.

By: _____

Notary Public, State of Texas

EXHIBIT A

Property Legal Description:

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

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2. **N75°43'32"E**, for a distance of 441.05 feet to a ½ inch iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, **S04°16'26"W**, for a distance of 560.13 feet to a ½ inch iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00-acre tract and the herein described tract the following courses and distances:

1. **S88°21'29"W**, for a distance of 358.71 feet to a ½ inch iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. **S01°35'01"E**, for a distance of 69.68 feet to a ½ inch iron rod with cap stamped "AST" set;
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